

**CALIFORNIA PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
INDUSTRIAL SUPPLIES & EQUIPMENT, LIGHTING PRODUCTS,
JANITORIAL SUPPLIES & EQUIPMENT
GRAINGER INDUSTRIAL SUPPLY
MASTER PRICE AGREEMENT
7066**

1. **Scope:** This Participating Addendum provides for the purchase of Industrial Supplies and Equipment, Lighting Products, Janitorial Supplies & Equipment for State Agencies and will include all California local governments. A local government is defined as any city, county, city and county, district, or other local governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds. Each local government should make its own determination whether the WSCA program is consistent with their procurement policies and regulations.

2. **Changes:** Changes to the terms and conditions of the signed Master Price Agreement are as follows:

- a. The California General Provisions (CAGP) Industrial Supplies and Equipment, Lighting Products, Janitorial Supplies & Equipment, dated November 23, 2005 for Western States Contracting Alliance as attached, becomes a part of this Participating Addendum.
- b. The California General Provisions (CAGP) shall prevail if there is a conflict between the terms and conditions of the contractor's WSCA (State of Nevada), Statewide Contract, then any packaging, invoices, catalogs, brochures and technical data sheets as submitted in the WSCA proposal.
- c. State of Nevada, Statewide Contract cover page, is hereby modified as follows: "Original Award Date" changed to "Effective Date 12/19/2005".
- d. DGS Termination of Contract

The State may terminate this contract at any time upon one-month prior written notice. Upon termination or other expiration of this contract, each party will assist the other party in orderly termination of the contract and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party. This provision shall not relieve the contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

- e. At the State's sole option, the Department of General Services (DGS) reserves the right to invoke negotiations pursuant to Public Contract Code Section 6611, in accordance with existing guidelines and procedures adopted by the Department of General Services.

3. **Reports & Administrative Fee:** A report shall be submitted to the California Contract Administrator for all California purchases providing the following information:

Agency Name, Purchase Order Number, Purchase Order Date, Total Purchase Order Amount, WSCA Administrative Fee Dollar Amount, Agency Contact Name, Agency Address, Agency Telephone Number, Total Dollars for the quarter.

The Contractor shall submit a check, in addition to the report, payable to the State of California, Contract Administrator for the calculated administrative fee for an amount equal to one percent (0.01) of the sales for the quarterly period less freight, taxes, returned products and credits. **Payment of the administrative fee by Contractor shall be made to DGS irrespective of reimbursement by each participating entity.**

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A report is due even when there is no activity. Any report that does not follow the required format or that excludes information will be deemed incomplete. Failure to submit reports and fees on a timely basis shall constitute grounds for suspension of this agreement. Reports and fee delivery will be in accordance with the following schedule.

Calendar Quarter 1 (JAN 1 to MAR 31)	Due May 15
Calendar Quarter 2 (APR 1 to JUN 30)	Due August 15
Calendar Quarter 3 (JUL 1 to SEP 30)	Due November 15
Calendar Quarter 4 (OCT 1 to DEC 31)	Due February 15

The administrative fee check and report should be submitted together to the following address:

Helen Gonzales
Department of General Services
Procurement Division
Multiple Award Program
707 Third Street, 2nd Floor, West Sacramento, CA 95605

4. Additional Reports: Contractor shall submit the following management reports to the State's Contract Administrator. Reports shall be provided in electronic format and, if requested, in hard copy form. All electronic reports must be submitted in Microsoft Excel format. The report shall identify orders placed using CAL-Card as the payment method.

- a. Sales broken down by agency billing code (ordering organization) and by consignee location (each delivery point per billing code) including the information specified below. Reports will be submitted only upon request, no sooner than the fifteenth calendar day of the following month.

- Line Item Fill Rate
- Average Days to Ship
- Dollar Value of Order
- Year-to-Date Dollar Value
- Subtotal for Each Account Number
- Grand Total of All Account Numbers

- b. Summary, with a year-to-date total, including the information specified below. Reports will be submitted only upon request, no later than the fifteenth calendar day of the following month.

- Order Line Fill Rate
- Average Days to Ship Orders
- Average Days to Ship Backorders
- Number of Orders
- Number of Order Lines
- Number of Lines Filled
- Number of Backorder Lines Created
- Average Number of Lines per Order
- Average Order Size in Dollar Values
- Number of Returns
- Damaged and Defective Products

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- Customer Returns
 - Year-to-Date Total Returns/Dollars
 - Total Purchases (Dollar Value):
 - Monthly
 - Year-to-Date
 - State's Outstanding Payments by Account Number, Name, and Telephone Number of Person Responsible for Payment:
 - 1-30 Days
 - 31-60 Days
 - 61-90 Days
 - 91+ Days
- c. Statewide sales by product number, including the information specified below. Reports will be submitted monthly, by the fifteenth calendar day of the following month.
- Product Number
 - Product Description
 - Manufacturer Name
 - Quantity Ordered
 - Quantity Shipped
 - Unit Price
 - Total Spent
 - Year-to-Date Quantity Shipped
 - Year-to-Date Spent
 - Year-to-Date Frequency of Order
 - Total Number of Active Accounts for Each Month
- d. Usage reports showing all recycled products purchased, including percentage of recycled content and, where appropriate, broken down into post-consumer and secondary waste. Include ordering organization identification. The recycled products usage report shall be provided broken down by item, then broken down again by agency and agency billing code. The reports will be submitted semi-annually, by the last day of January and by the last day of July. These reports may be requested by individual agencies or the State's Contract Administrator at any time.
- e. A monthly contract status report shall be delivered to the State's Contract Administrator by the fifteenth calendar day of the following month. Topics to be covered in this report would include, but is not limited to, problems or questions that required more than five working days to resolve, product changes, anticipated problems, etc.
- f. Custom reports the State's Contract Administrator or ordering organizations (with the concurrence of the State's Contract Administrator) may request from time to time. Contractor shall describe additional management reports available, as well as furnish copies or samples of current management reports. Contractor shall indicate the flexibility of the reporting system and the ease of changing both format and components tracked.

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5. The primary state government contact for this Participating Addendum is as follows:

Department of General Services
Procurement Division
Multiple Award Program
707 Third Street, 2nd Floor, West Sacramento, CA 95605
Contact: Helen Gonzales
E-mail: helen.gonzales@dgs.ca.gov
Phone: (916) 375-4579
Fax: (916) 375-4663

6. The primary Grainger Industrial Supply customer contact for this Participating Addendum is as follows:

Grainger Industrial Supply

Address: 3691 Industrial Blvd.

West Sacramento, CA 95691

Contact: Doug D'Alessio

E-Mail: doug.alessio@grainger.com

Phone: (916) 503-0229

Fax: (916) 471-0515

7. **Price Agreement Number:** The price agreement number for the Participating State is 7066.

The Master Price Agreement Number MUST be shown on all Purchase Orders issued against this Agreement.

This Participating Addendum and the Price Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

8. **Effective Dates:** This Participating Addendum shall be effective upon approval by the Department of General Services and will continue until the Termination Date of the Master Price Agreement, unless terminated early in accordance with the terms and conditions of the Master Price Agreement or this Participating Addendum.

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- 9. Servicing Subcontractors:** The Contractor, at this time, will not be using subcontractors to provide any products or services.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

State of California:

Grainger Industrial Supply

ORIGINAL SIGNATURES ON FILE

By: _____

By: _____

Name: Rita Hamilton

Name: _____

Title: Deputy Director

Title: _____

Date: _____

Date: _____